

## **General Terms and Conditions for Services Provided by the RETAM Service Group**

These General Terms and Conditions are applied by **RETAM Service Group B.V.** in Helmond, as well as its legal successors under specific and/or general title, and all companies and enterprises affiliated with it or with its legal successors. RETAM Service Group is registered with the Chamber of Commerce under number 82353859.

### Article 1 Definitions

In these conditions, the following definitions apply:

- The Work: the total agreed tasks (including any design) and/or supplies.
- Specification: detailed description of the Work.
- Client: the other party giving RETAM the assignment to perform the agreed tasks.
- User: the person or group who uses or will use the Work.
- RETAM: RETAM Service Group B.V., registered with the Chamber of Commerce under number 82353859.

### Article 2 Applicability

1. These conditions apply to every offer, quotation, and agreement between RETAM and a Client to which RETAM has declared these conditions applicable, insofar as these conditions have not been explicitly deviated from in writing by the parties. Once these General Terms and Conditions have been declared applicable, they will also apply without further notice to any partial or follow-up assignments arising from the agreement.
2. These general terms and conditions apply to all offers issued by RETAM and all agreements concluded with the Client. They also apply to all obligations arising from agreements concluded later between the parties.
3. These conditions also apply to all agreements with RETAM for which third parties need to be engaged for the execution.
4. Any deviations from these general terms and conditions are only valid if explicitly agreed in writing.
5. The applicability of any purchasing or other conditions of the Client is expressly rejected.

### Article 3 Offers and quotations

1. All offers are without obligation, unless the offer states a period for acceptance or indicates otherwise.
2. Quotations/offers prepared by RETAM are valid for 30 days, unless stated otherwise. RETAM is only bound by the quotations/offers if acceptance by the Client is confirmed in writing within 30 days, unless stated otherwise.
3. The prices in the offers and quotations are exclusive of VAT and other governmental levies, as well as any costs to be incurred under the agreement, including shipping and administration costs, unless stated otherwise.
4. If the acceptance deviates (on minor points) from the offer included in the quotation, RETAM is not bound to it. In that case, the agreement will not be concluded in accordance with this deviating acceptance, unless RETAM indicates otherwise.
5. A composite price quotation does not oblige RETAM to perform part of the assignment for a corresponding part of the stated price.
6. Offers or quotations do not automatically apply to future assignments.

### Article 4 Execution of the Agreement

1. RETAM will execute the agreement to the best of its knowledge and ability, and in accordance with the requirements of good workmanship, based on the state of the art at that time.
2. If and to the extent that proper execution of the agreement requires, RETAM is entitled to have certain work performed by third parties.
3. The Client shall ensure that all data which RETAM indicates are necessary, or which the Client should reasonably understand to be necessary for the execution of the agreement, are provided to the User in a timely manner. If the necessary data are not provided to RETAM in time, RETAM has the right to suspend execution of the agreement and/or to charge the Client for the additional costs resulting from the delay according to its usual rates.
4. RETAM is not liable for any damage, of whatever nature, resulting from RETAM relying on incorrect and/or incomplete data provided by the Client.
5. RETAM will provide, upon request, proof that it has taken out liability insurance.

6. If it has been agreed that the assignment will be carried out in phases, RETAM may suspend execution of those parts belonging to a subsequent phase until the Client has approved the results of the preceding phase in writing.
7. If work is performed by RETAM or third parties engaged by RETAM at the Client's location or at a location designated by the Client in the context of the assignment, the Client shall provide, free of charge, the facilities reasonably desired by those employees.
8. The Client is obliged to enable RETAM to carry out the work during RETAM's normal working hours and under conditions that meet the statutory safety requirements and other governmental regulations.
9. The Client shall ensure that RETAM can dispose of the required approvals (such as permits and exemptions) for the work in a timely manner and shall provide RETAM with the data to be provided by the Client for the work.
10. The Client indemnifies RETAM against any claims of third parties who suffer damage in connection with the execution of the agreement and which are attributable to the Client.
11. The Client is responsible for applying for the connection of any installations to the network of the relevant utility company or to the various public transmission networks. The connection costs are borne by the Client. RETAM will provide directions within its field of expertise.
12. RETAM will observe applicable regulations in the execution of the work. Any financial consequences of changes in regulations between the date of the offer and the delivery of the work will be settled as additional work.

#### Article 5 – Amendment of the Agreement

1. If during the execution of the agreement it becomes apparent that a change or addition to the agreed work is necessary for proper performance, the parties shall consult each other as soon as possible, and in any case within one month, to amend the agreement accordingly.
2. If the parties agree to amend or supplement the agreement, this may affect the time of completion of the work. RETAM shall inform the Client of this as soon as possible.
3. If the amendment or addition to the agreement has financial and/or qualitative consequences, RETAM shall inform the Client of this in advance.
4. If a fixed fee has been agreed upon, RETAM shall indicate to what extent the amendment or addition to the agreement will result in an overrun of that fee.
5. By way of derogation from paragraph 3, RETAM may not charge additional costs if the change or addition is the result of circumstances attributable to RETAM.

#### Article 6 – Contract Duration; Execution Term

1. The agreement between RETAM and the Client is entered into for an indefinite period, unless the nature of the agreement indicates otherwise or the parties explicitly and in writing agree otherwise.
2. If a deadline for the completion of certain work has been agreed within the term of the agreement, such a deadline shall never be considered fatal. In case of exceeding the execution term, the Client must therefore issue RETAM with a formal written notice of default.
3. The work shall be deemed delivered:
  - Either when RETAM has notified the Client that the work has been completed, tested, and is operational, and the Client has approved or accepted the work;
  - Or when eight days have passed since RETAM notified the Client in writing that the work has been completed, tested, and is operational, and the Client has failed to approve or accept the work within that period;
  - Or when the Client puts the work (or part thereof) into (premature) use, in which case the part in use shall be considered delivered.
4. Minor defects that can be remedied within the warranty period and that do not affect the functioning of the work shall not prevent delivery.
5. Delivery releases RETAM from all liability for defects that the Client could reasonably have discovered at that time.
6. Upon delivery, the risk for the work transfers from RETAM to the Client.

#### Article 7 – Fees

1. For offers and agreements in which a fixed fee is offered or agreed upon, paragraphs 2, 5, 6, 7, and 8 of this article shall apply. If no fixed fee is agreed, paragraphs 3 through 8 of this article shall apply.
2. The parties may agree on a fixed fee at the time of concluding the agreement.
3. If no fixed fee is agreed, the fee will be determined based on actual hours worked. The fee will be calculated in accordance with RETAM's standard hourly rates applicable during the period in which the work is carried out, unless a different hourly rate has been agreed upon.
4. All fees and any cost estimates are exclusive of VAT.
5. For assignments with a duration of more than one month, the amounts due will be invoiced periodically.
6. If RETAM agrees on a fixed fee or hourly rate with the Client, RETAM shall nevertheless be entitled to increase that fee or rate. If RETAM can demonstrate that, between the time of the offer and delivery, significant changes have occurred in, for example, wages, rates, or prices, RETAM is entitled to pass on those price increases. Furthermore, RETAM may increase the fee if, during the execution of the work, it becomes apparent that the originally agreed or expected amount of work

was significantly underestimated at the time the agreement was concluded — and this underestimation is not attributable to RETAM — such that RETAM cannot reasonably be expected to perform the agreed work for the originally agreed fee.

7. RETAM shall notify the Client in writing of its intention to increase the fee or rate. RETAM will state the scope of and the date on which the increase will take effect.
8. If the Client does not wish to accept the fee or rate increase communicated by RETAM, the Client is entitled to terminate the agreement in writing or cancel the assignment within seven working days of the said notification, effective from the date stated by RETAM on which the price or rate adjustment would take effect.

#### Article 8 – Payment and Security

1. Payment must be made within 15 working days of the invoice date, in the currency invoiced and in the manner specified by RETAM. Suspension of payment or set-off by the Client, on any grounds whatsoever, is expressly excluded.
2. If the Client fails to pay within the 15 working day period, the Client shall be in default by operation of law. In such case, the Client shall owe interest of 1.5% per month, unless the statutory interest is higher, in which case the statutory interest shall apply. Interest on the outstanding amount will be calculated from the moment the Client is in default until the date of full payment.
3. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Client, all claims of RETAM against the Client shall become immediately due and payable.
4. RETAM has the right to allocate payments made by the Client first to any costs due, then to accrued interest, and finally to the principal sum and current interest. RETAM may, without being in default, refuse a payment allocation specified by the Client. RETAM may also refuse full repayment of the principal sum if the outstanding and current interest as well as any costs are not paid at the same time.
5. If there are valid reasons to believe that the Client will not fulfil its obligations to RETAM, the Client is required, upon first request by RETAM, to provide adequate security in the form and manner required by RETAM, and to supplement such security if necessary, to ensure performance of its obligations. If the Client fails to comply with such request, all its obligations shall become immediately due and payable.

#### Article 9 – Settlement of Additional and Reduced Work

1. Settlement of additional and reduced work shall take place:
  - a. in the event of changes to the specifications (modifications to the specification, the work, or the conditions for carrying out the work);
  - b. in the event of deviations from the amounts of provisional sums and billable and/or estimated quantities;
  - c. in the cases as specified in these terms and conditions.
2. Settlement of additional work shall take place in full at the time of the next scheduled payment. If no scheduled payments have been agreed upon, settlement shall occur after completion of the additional work.
3. Settlement of reduced work shall take place in full in the final invoice.
4. If the total value of reduced work exceeds that of the additional work, RETAM is entitled to an amount equal to 15% of the difference between those totals.
5. The absence of a written order for additional work does not affect RETAM's right to settle the related costs.

#### Article 10 – Retention of Title

1. All goods delivered by RETAM — including but not limited to (electronic) documents, files, designs, sketches, drawings, films, software, etc. — remain the property of RETAM until the Client has fulfilled all obligations arising from all agreements concluded with RETAM.
2. The Client is not permitted to pledge or otherwise encumber the goods subject to the retention of title.
3. If third parties seize the goods delivered under retention of title or seek to establish or assert rights over them, the Client must notify RETAM as soon as can reasonably be expected.
4. The Client is obligated to insure and keep insured the goods delivered under retention of title against fire, explosion, and water damage, as well as theft, and to provide the insurance policy for inspection upon request.
5. Goods delivered by RETAM that are subject to retention of title as referred to in paragraph 1 may only be resold in the normal course of business and may never be used as a means of payment.
6. In the event RETAM wishes to exercise its ownership rights as provided in this article, the Client hereby grants RETAM or third parties designated by RETAM unconditional and irrevocable permission to access all locations where RETAM's property is located and to retrieve such goods.

#### Article 11 – Collection Costs

1. If the Client is in default or fails to meet its obligations on time, all reasonable extrajudicial costs incurred to obtain payment shall be borne by the Client. In the case of a monetary claim, the Client shall in any event owe collection costs. These collection costs will be calculated in accordance with the Dutch decree on compensation for extrajudicial collection costs (Decision on compensation for extrajudicial collection costs), as advised.
2. If RETAM has incurred higher costs that were reasonably necessary, these will also be eligible for reimbursement.
3. Any judicial and enforcement costs incurred shall likewise be borne by the Client.

#### Article 12 – Inspection and Complaints

1. Complaints regarding the work performed must be submitted in writing by the Client to RETAM within 8 days of discovery, but no later than 14 days after completion of the relevant work. The notice of default must contain as detailed a description as possible of the deficiency, so that RETAM is able to respond appropriately.
2. If a complaint is found to be justified, RETAM shall still perform the work as agreed, unless this has demonstrably become pointless for the Client. In such case, the Client must notify RETAM of this in writing.

#### Article 13 Termination

1. Both parties may terminate a continuing agreement at any time by giving written notice. This does not apply to one-time assignments.
2. If the agreement is terminated prematurely by the Client, RETAM is entitled to compensation for the resulting and demonstrable loss of occupancy, unless there are facts and circumstances underlying the termination that are attributable to RETAM. Furthermore, the Client remains obliged to pay for the invoices relating to work performed up to that time. The preliminary results of the work performed up to that point will be made available to the Client on a provisional basis.
3. If the agreement is terminated prematurely by RETAM, RETAM will, in consultation with the Client, arrange for the transfer of any outstanding work to third parties, unless there are facts and circumstances underlying the termination that are attributable to the Client.
4. If the transfer of the work results in additional costs for RETAM, these will be charged to the Client.

#### Article 14 Suspension and Termination

1. RETAM is entitled to suspend the fulfilment of obligations or to terminate the agreement if:
  - The Client fails to fulfil the obligations under the agreement, either wholly or partially;
  - After concluding the agreement, RETAM becomes aware of circumstances that give good reason to fear that the Client will not fulfil the obligations. If there is good reason to fear that the Client will only partially or improperly fulfil the obligations, suspension is only permitted to the extent justified by the shortcoming;
  - The Client was requested to provide security for the fulfilment of his obligations under the agreement at the time of concluding the agreement, and this security is not provided or is insufficient.
2. Furthermore, RETAM is entitled to (cause) termination of the agreement if circumstances arise that make fulfilment of the agreement impossible or, according to standards of reasonableness and fairness, can no longer be demanded, or if other circumstances arise of such nature that continued maintenance of the agreement cannot reasonably be expected.
3. If the agreement is terminated, RETAM's claims against the Client become immediately due and payable. If RETAM suspends the fulfilment of the obligations, it retains its rights under the law and the agreement.
4. RETAM always reserves the right to claim damages.

#### Article 15 Return of Provided Items

1. If RETAM has made items available to the Client in the performance of the agreement, the Client is obliged to return the delivered items within 14 days in their original condition, free from defects and complete. If the Client fails to comply with this obligation, all resulting costs shall be borne by the Client.
2. If the Client remains in default with the obligation under paragraph 1, despite a relevant reminder, RETAM has the right to recover the resulting damages and costs, including replacement costs, from the Client.

#### Article 16 Liability

1. If RETAM is liable, such liability is limited to what is stipulated in this provision.
2. RETAM is only liable for damage that is the direct and exclusive result of intent or gross negligence by RETAM and its subordinates, and only insofar as the Client has given RETAM written and proper notice of default, allowing a reasonable period for remedy or replacement.
3. If RETAM is liable for direct damage, such liability is limited to a maximum of the amount payable by RETAM's insurer, or at most the invoiced amount, or the part of the assignment to which the liability relates.

4. Contrary to the provision in paragraph 3, for assignments with a duration longer than six months, liability is further limited to the fee portion owed over the last six months.
5. Direct damage shall be understood exclusively as:
  1. Reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage as defined in these terms and conditions;
  2. Any reasonable costs incurred to have RETAM's defective performance brought in line with the agreement, unless these cannot be attributed to RETAM;
  3. Reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a reduction of direct damage as intended in these terms and conditions.
6. RETAM is never liable for indirect damage, including consequential damage, lost profits, missed savings, and damage due to business interruption.
7. RETAM reserves all legal and contractual defences it can invoke to reject its own liability towards the Client, also on behalf of its subordinates for whose actions it is legally liable.
8. Any claim for compensation expires 3 years after the event causing the damage, unless legal proceedings to recover the claim have been initiated within that period.

#### Article 17 Indemnities

1. The Client indemnifies RETAM against claims from third parties regarding intellectual property rights on materials or data provided by the Client that are used in the performance of the agreement.
2. If the Client provides RETAM with data carriers, electronic files, software, etc., the Client guarantees that no infringement on property rights or copyrights of third parties occurs thereby, and that the data carriers, electronic files, or software are free from viruses and defects.

#### Article 18 Force Majeure

1. Parties are not obliged to fulfil any obligation if they are prevented from doing so due to a circumstance beyond their control, which is not attributable to them by law, legal act, or prevailing standards in traffic.
2. Force majeure in these general terms and conditions includes, in addition to what is understood in law and jurisprudence, all external causes, foreseen or unforeseen, over which RETAM has no control, but by which RETAM is unable to fulfil its obligations. This includes strikes within RETAM's company.
3. RETAM also has the right to invoke force majeure if the circumstance preventing (further) fulfilment occurs after RETAM should have fulfilled its obligations.
4. During the period that force majeure continues, the parties may suspend their obligations under the agreement. If this period exceeds two months, either party is entitled to dissolve the agreement without any obligation to compensate damages to the other party.
5. Insofar as RETAM has partially fulfilled its obligations under the agreement at the time force majeure occurs, or will be able to fulfil them, and the fulfilled or to-be-fulfilled part has independent value, RETAM is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is obliged to pay this invoice as if it were a separate agreement.

#### Article 19 Confidentiality

1. Both parties are obliged to keep confidential all confidential information obtained from each other or from other sources in the context of their agreement. Information is considered confidential if it has been communicated as such by the other party or if this follows from the nature of the information.
2. If RETAM is required by law or a court ruling to disclose confidential information to third parties designated by law or the competent court, and RETAM cannot invoke a legal or court-recognized privilege, RETAM shall not be liable for damages or compensation, and the other party shall not be entitled to dissolve the agreement due to any damage caused thereby.

#### Article 20 Intellectual Property and Copyright

1. Without prejudice to other provisions in these general terms and conditions, RETAM reserves the rights and powers granted under the Copyright Act.
2. All documents provided by RETAM, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended for use by the Client and may not be reproduced, published, or disclosed to third parties without prior consent from RETAM, unless the nature of the documents dictates otherwise.
3. RETAM reserves the right to use the knowledge acquired through the execution of the work for other purposes, provided that no confidential information is disclosed to third parties.

#### Article 21 Disputes

1. The court in RETAM's place of business has exclusive jurisdiction to hear disputes, unless the subdistrict court ( subdistrict court judge) is competent. Nevertheless, RETAM has the right to submit the dispute to the court that is competent according to the law.
2. Parties shall only resort to the courts after having made every effort to resolve the dispute amicably.

#### Article 22 Applicable Law

1. Dutch law applies to every agreement between RETAM and the Client.

#### Article 23 Amendments and Location of the Terms and Conditions

1. If one or more provisions of these general terms and conditions are nullified or annulled, the remaining provisions remain fully in force. RETAM and the Client will then consult to agree on new provisions to replace the nullified or annulled provisions, taking into account as much as possible the purpose and intent of the original provision.
2. Always the most recently filed version applies, or the version that was in effect at the time the agreement was concluded.
3. These general terms and conditions were filed with the Chamber of Commerce on June 27, 2025. You can also request these general terms and conditions via the Chamber of Commerce information number: 088-585 15.